CORRESPONDENCE WITH ATTORNEY CADE

JUNO Message Center

From: atty. Nate CADE <nate@cade-law.com>

To: "patience10@juno.com" <patience10@juno.com>

Sent: Mon, Oct 26, 2015 09:20 AM

Subject: Re: Follow up

You will have to log-in again to MyCase, and create a new account, but your email is all set to be used.

■CADE*LAW* ::

Nate Cade T 414.255.3802 • F 414.255.3804 • M 414.405.7801 PO Box 170887, Milwaukee, WI 53217 nate@cade-law.com • www.cade-law.com

From: "patience10@juno.com"

Date: Monday, October 26, 2015 at 11:09 AM

To: Nate Cade

Subject: Re: Follow up

Dear Atty. Cade,

Please do not give up on me yet. I just got back from treatments and I have some job interviews lined up. I hope this will enable me to have financial stability to sign up with you as soon as possible. In the meantime, I was unable to log into "my case" site that you sent. I tried it last night but was unable to log in. The message I got was that my e-mail has already been used. Secondly, I have been trying to get responses and documents from Herzing legal team peacefully and they are refusing to turn in these demands. The main reason we are in the Federal court is their refusal to turn in responses to the first set of interrogatories. The have requested and received three different set of interrogatories from me, a deposition of my witness and the second witness was threatened by their legal team that he refused to be deposed. I was deposed last month. I have little or nothing in terms of discoveries from them. The inactivity by my former attorney to compel them to respond led to our parting ways. I just received notice from the Judge's office regarding scheduling on December 2. So, that is the status now.

Once again, I appreciate your patience with me. Thanks.

Affiah

Save with AmexTravel

https://ad.doubleclick.net/ddm/clk/287733989;113997088;I

JUNO Message Center

From: atty. Nate CADE <nate@cade-law.com>

To: "patience10@juno.com" <patience10@juno.com>

Sent: Sun, Nov 29, 2015 04:13 PM

Subject: Re: Imeh Affiah v. Herzing University

2015.11.29 AFFIA... (105KB)

Meh

Please see the attached letter. I am declining to take your case. Best of luck pursuing it pro se.

■CADE*LAW* :

Nate Cade T 414.255.3802 • F 414.255.3804 • M 414.405.7801 PO Box 170887, Milwaukee, WI 53217 nate@cade-law.com • www.cade-law.com

From: Imeh Affiah <patience10@juno.com> Date: Sunday, November 22, 2015 at 9:37 PM To: Nate Cade < nate@cade-law.com>

Subject: Re: FW: Imeh Affiah v. Herzing University

Dear Atty. Cade,

I have just received your mail with attached contract. I have glanced through the contract. There are a few clarifications/explanations that I need in the contract. Although I have not secured an employment yet, I will like to have a meeting with you in person. If possible, before or immediately after the court's scheduled meeting on December 2, 2015.

I went to a conference to maintain my professional certification and also being optimistic of a possible employment before the spring session. That is a sincere reason for not contacting you yet on this issue. Thanks for your cooperation in this matter. Sincerely,

Affiah

4 Common Foods 'Destroying' Your Digestive Health ... Hattaka K et al, "Effect of long term consumption of probiotic milk on ... http://probioticamerica.com/inc/analytics.php?net=grav&v=8

CONTINGENT FEE AGREEMENT

Imeh U. Affiah (hereinafter collectively referred to as "Client"), hereby retains the law firm of Cade Law LLC (hereinafter referred to as "Attorneys"), to represent Client as legal counsel for all purposes in connection with Client's potential lawsuit against Herzing University (hereinafter, collectively, "Defendant") with regards to Client's termination from Defendant (hereinafter, the "Dispute" or "action"). This Agreement shall be effective as of the date signed by both of the parties to the Agreement (i.e. this Agreement is not in effective until Attorneys have signed it).

Client and Attorneys agree to the following terms and conditions of Attorneys' representation of Client in the above matter:

- 1. Client agrees to fully cooperate with Attorneys. Neither Attorneys nor Client will settle the case without the other's approval, and approval will not be unreasonably withheld by either party.
- 2. Client will pay to Attorneys for their services a specified percentage of the net amount recovered by settlement or judgment in the Dispute, as noted below in this paragraph, and Attorneys are hereby given a lien for said amount pursuant to § 57.36, Wis. Stats.

Attorneys shall recover the following net amount percentages -

- A. Thirty-three and one third percent (33 1/3%) of the net amount recovered between the signing of this Contingent Fee Agreement and the filing of any lawsuit regarding the Dispute of Client's termination, and up to and including any trial of the Dispute; and,
- B. Forty percent (40%) of the net amount recovered for any appeal after trial of the Dispute regarding Client's termination.

IN THE EVENT OF NO RECOVERY, CLIENT SHALL OWE ATTORNEYS NO FEES FOR SERVICES RENDERED, BUT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY COSTS INCURRED AS SET FORTH IN THIS AGREEMENT.

- 3. Client understands that Client could retain Attorneys to represent Client in this action and compensate Attorneys on an hourly basis, at **\$325.00** per hour, for all work performed, but Client expressly declines to do so.
- 4. Client agrees to pay all costs of investigation, preparation and presentation of Client's claim within thirty (30) days of demand by Attorneys to do so. The costs include, but are not limited to, fees for filing suit and service of pleadings, fees to retain experts, Attorneys' office expenses such as postage,

telephone charges, and copying, deposition costs, costs of obtaining records or reports of any nature, if necessary, travel expenses, computer research and any other out-of-pocket costs associated with pursuing Client's claim.

Client agrees to place \$5,000.00 in Attorneys' trust account, the Cade Law LLC IOLTA Trust Account, to cover Attorneys costs. Client shall place at least \$1,500.00 into Attorneys' trust account <u>before</u> Attorneys shall have any obligation or requirement to perform work for Client.

Client shall also make monthly payments of a minimum of \$350.00 per month until the full \$5,000.00 has been placed into Attorneys' trust account. Client shall make the first \$350.00 minimum payment on or before November 10, 2015, and then payable by the 10th of each month thereafter.

If the above-referenced payments to Attorneys' trust account is not made when required, attorney shall have the right to withdraw from Client's case and Client agrees that he will not contest Attorneys withdrawal.

- 5. The amount of recovery shall include the total amount of settlement or judgment and will include any taxable costs, interest, attorney's fees or other costs or fees awarded to Client by the Court or a jury.
- 6. Client authorizes any settlement or judgment amounts to be paid to Attorneys' trust account for disbursement to Client, or to be paid by two-party check to both Client and Attorneys. Client authorizes Attorneys to deduct their fee from the recovery, and to reimburse costs advanced by Attorneys in the case. Client also authorizes Attorneys to deduct from Client's share of the recovery proceeds amounts to pay any other professionals for unpaid services rendered to Client, or other debts incurred by Client connected with Client's claim.
- 7. All services rendered by Attorneys and their employees are included in this Contingent Fee Agreement.
- 8. CLIENT AGREES THAT ATTORNEYS HAVE MADE NO PROMISES OR GUARANTEES REGARDING THE OUTCOME OF CLIENT'S CLAIM. Client understands Attorneys shall have the right to withdraw from this Agreement at any time on written notice to Client for cause. It is further agreed that if a settlement offer is tendered in the case by the Defendant(s) in the Dispute, and Attorneys believe in good faith that settlement should be accepted and communicates this to the Client and Client does not agree to the settlement offer, Attorneys, may require Client to advance the reasonable cost of the trial in this case. In the event the Client refuses to accept a reasonable settlement offer, and refuses to advance costs, Client thereby agrees to permit Attorneys to withdraw from the case.

- 9. Retention, Delivery and Destruction of Files: Attorneys will scan and store all of Client's files in electronic PDF format and destroy all hard-copy (paper) files given to or received by Attorneys immediately after scanning. Attorneys will store at their expense all relevant PDF files relating to the Representation for a period of up to one (1) year following termination of the Representation and may thereafter destroy same without further notice to Client. In addition, Attorneys will store all relevant PDF files relating to property of Client that Attorneys hold in trust for a period of five (5) years and may thereafter destroy same without further notice to Client. Subsequently, Client may request in writing that Attorneys make available to Client or Client's designee any PDF files in Attorneys' possession. Within seven (7) days of receipt of such request, Attorneys shall make electronic (not hard-copy) files available to be mailed from our office to Client.
- 10. Electronic Signatures and Copies: Client further agrees that a digital signature shall be effective to prove assent to the terms of this Agreement. Furthermore, Client and Attorneys agree that the terms of this Agreement may be proved through an electronic facsimile, including a scanned electronic copy in Portable Document Format ("PDF") or other digital format, and that no "original" hard-copy document shall be retained by Lawyer to prove the terms of this Agreement.
- 11. Notices: All notices shall be provided to the parties at the addresses or email addresses set forth below.

I/We have read this contract, have received a copy thereof, and agree to its terms and conditions. There are no other agreements, oral or written, between Client and Attorneys relating to fees, expenses and costs, except as specifically referenced herein, effective as of the date of this Agreement.

Date:	By:Imeh U. Assiah
	CADE LAW LLC
Date:	By: Nathaniel Cade. Jr., Member



Nathaniel Cade, Jr. Email: nate@cade-law.com P.O. Box 170887 Milwaukee, WI 53217 414.255.3802/T 414.255.3804/F www.cade-law.com

November 29, 2015

VIA EMAIL AND FIRST-CLASS MAIL

Mr. Imeh U. Affiah 20880 George Hunt Circle Apt. 405 Waukesha, WI 53186

Re:

Affiah v. Herzing University

E.D. Wisconsin Case No. 2:15-cv-01242-CNC

Dear Imeh:

We previously discussed your lawsuit back on October 12, 2015. You have had six weeks to pay the funds into my trust account. Instead, it appears as if you intend to pursue this matter yourself for a period of time then attempt to as me to intervene, such as attending the December 2, 2015 status/scheduling conference with Judge Clevert by yourself. Unfortunately, that is not how I do business.

Judge Clevert will set various dates in this case at that hearing, including a trial date. Indeed, this case has been pending for over a year, and he will not give you much time to prepare for trial or another motion hearing. It is unclear why you believe my calendar (and me as an attorney) should not be involved.

Thus, this letter will confirm that I am declining to take your case, and the contingent fee agreement that I previously sent to you on October 13, 2015 via email is null and void.

I wish you the best of luck in pursuing your case pro se.

Very truly yours,

CADE LAW LLC

Nathaniel Cade: Jr

NC:cn

JUNO Message Center

From: Cade Law LLC <no-reply@mycase.com>

To: "Imeh U. Affiah" <patience10@juno.com>

Sent: Tue, Oct 13, 2015 07:33 AM

Subject: Recent updates to your case



Recent Activity Notifications Prepared for Inneh U. Affiah

October, 13 2015 9:33am

******* PLEASE DO NOT REPLY TO THIS E-MAIL *******



Nate Cade (Attorney) updated invoice #00510

Mate Cade (Attorney) shared Invoice #00510

This email was sent to patience10@juno.com. To ensure that you continue receiving our emails, please add us to your address book or safe list.

© 2015 MyCase, Inc. | 9710 Scranton Rd, Suite 130, San Diego, CA 92121

JUNO Message Center

From: Cade Law LLC <no-reply@mycase.com>

To: "Imeh U. Affiah" <patience10@juno.com>

Sent: Tue, Oct 13, 2015 07:17 AM

Subject: Your MyCase account is ready!



Your MyCase account has been created!

******* PLEASE DO NOT REPLY TO THIS E-MAIL *******

Hi tmeh.

Your MyCase account with Cade Law LLC has been created. Follow the instructions below to activate your account.

Activate Your MyCase Account

To finish activating your MyCase account, click on the following URL:

http://login.mycase.com/activate_account?token=kbDTze7iiwk3QPHVMsiK

Once you've activated your account, you can access MyCase using this URL: http://cadelaw.mycase.com. Sincerely, The MyCase Team @ Cade Law LLC

This email was sent to patience10@juno.com. To ensure that you continue receiving our emails, please add us to your address book or safe list.

© 2015 MyCase, Inc. | 9710 Scranton Rd, Suite 130, San Diego, CA 92121

JUNO Message Center

From: atty. Nate CADE <nate@cade-law.com>

To: <patience10@juno.com>

Sent: Tue, Oct 13, 2015 07:16 AM

Subject: Meh Affiah v. Herzing University

2015.10.12 Affiah,... (54KB)

Imeh (sorry for the delay - this email was stuck in my outbox. I had to reformat).

Attached please find the contingent fee agreement. As we discussed, this must be signed (and at least \$1500 placed into my trust account) before I will enter an appearance on your behalf.

In addition, as noted in the Contingent Fee Agreement, you are required to put at least \$350/month into my trust account by the 10th of each month, beginning on or before November 10. If payment is not received as required, I shall have the right to withdraw.

You also will receive an email from MyCase, which is my client portal system. I also will electronically send you an invoice for the \$5,000, which you can pay by credit card (at least \$1500 as we discussed).

Please call me with questions.

■(AD) LAW | Nate Cade T 414.255.3802 • F 414.255.3804 • M 414.405.7801 PO Box 170887, Milwaukee, WI 53217 nate@cade-law.com • www.cade-law.com

JUNO Message Center

From: atty. Nate CADE <nate@cade-law.com>

To: "patience10@juno.com" <patience10@juno.com>

Sent: Sun, Nov 29, 2015 04:13 PM

Subject: Re: Imeh Affiah v. Herzing University

2015.11.29 AFFIA... (105KB)

Meh

Please see the attached letter. I am declining to take your case. Best of luck pursuing it pro se.

■(AD) LAW Nate Cade

T 414.255.3802 • F 414.255.3804 • M 414.405.7801 PO Box 170887, Milwaukee, WI 53217 nate@cade-law.com • www.cade-law.com

From: Imeh Affiah <patience10@juno.com> Date: Sunday, November 22, 2015 at 9:37 PM

To: Nate Cade < nate@cade-law.com>

Subject: Re: FW: Imeh Affiah v. Herzing University

Dear Atty. Cade,

I have just received your mail with attached contract. I have glanced through the contract. There are a few clarifications/explanations that I need in the contract. Although I have not secured an employment yet, I will like to have a meeting with you in person. If possible, before or immediately after the court's scheduled meeting on December 2, 2015.

I went to a conference to maintain my professional certification and also being optimistic of a possible employment before the spring session. That is a sincere reason for not contacting you yet on this issue. Thanks for your cooperation in this matter. Sincerely,

Affiah

4 Common Foods 'Destroying' Your Digestive Health ... Hattaka K et al, "Effect of long term consumption of probiotic milk on ... http://probioticamerica.com/inc/analytics.php?net=grav&v=8

JUNO Message Center

From: atty. Nate CADE <nate@cade-law.com>

To: <patience10@juno.com>

Sent: Sat, Nov 21, 2015 04:26 PM

Subject: FW: Imeh Affiah v. Herzing University

2015.10.12 Affiah,... (54KB)

Imeh

It has been over a month, and I have not heard back from you. I can only surmise that you have either decided to obtain other legal counsel, or you do not have the funds to place in my trust account.

Therefore, unless I hear from you on or before November 30 with payment (\$1500, plus \$350), I shall close my internal files.

Unless I hear back from you, I wish you well in pursuing your lawsuit against Herzing.

#CADELAW. -

Nate Cade T 414.255.3802 • F 414.255.3804 • M 414.405.7801 PO Box 170887, Milwaukee, WI 53217 nate@cade-law.com • www.cade-law.com

From: Nate Cade <nate@cade-law.com> Date: Tuesday, October 13, 2015 at 9:16 AM To: Imeh Affiah <patience10@juno.com> **Subject:** Meh Affiah v. Herzing University

Imeh (sorry for the delay – this email was stuck in my outbox. I had to reformat).

Attached please find the contingent fee agreement. As we discussed, this must be signed (and at least \$1500 placed into my trust account) before I will enter an appearance on your behalf.

In addition, as noted in the Contingent Fee Agreement, you are required to put at least \$350/month into my trust account by the 10th of each month, beginning on or before November 10. If payment is not received as required, I shall have the right to withdraw.

You also will receive an email from MyCase, which is my client portal system. I also will electronically send you an invoice for the \$5,000, which you can pay by credit card (at least \$1500 as we discussed).

Please call me with questions.

JCADE*LAW* →

Nate Cade T 414.255.3802 • F 414.255.3804 • M 414.405.7801 PO Box 170887, Milwaukee, WI 53217 nate@cade-law.com • www.cade-law.com